



# *Home For Sale*

*3 Bedroom 2 bath*

*4.2 Acres*

*CALTRANS*

*Public Sale Auction*

*\$86,000 minimum bid*

# **GENERAL BID INFORMATION**

**PROPERTY:** 718-260 Fox Road, Standish

**SIZE:** 4.2 Acres

**IMPROVEMENTS:** 2028 sq.ft. 3 bedroom, 2 bath SFR  
252 sq.ft. detached, single-car garage  
**2960 sq.ft. shop/storage building**  
—Structural integrity compromised—ENTER AT OWN RISK  
Misc. outbuildings

**PUBLIC INSPECTION:** Friday, June 6, 2003, 12:00 Noon—2:00 PM  
Saturday, June 7, 2003, 12:00 Noon—2:00 PM

**BID METHOD:** Sealed Bid Sale

**MINIMUM BID:** \$86,000.00

**SEALED-BID DATES:** **Bids will be accepted until 1:00 PM on June 20, 2003.**  
No bids will be accepted after 1:00 PM on June 20, 2003.  
Sealed bids will be **opened** June 20, 2003 at 1:15 PM.

**BID LOCATION:** Department of Transportation, Right of Way Field Office  
4300 Caterpillar Road, P.O. Box 496073,  
Redding CA 96049-6073

**CONTACT:** Department of Transportation  
Pamela Waters (530) 225-3276

**TERMS:** **CASH 60-Day Option Period**—The full bid price shall be paid to the Department of Transportation on or before the end of the Option Period, **Tuesday, August 19, 2003.** Financing is the responsibility of the successful high bidder together with all costs, including appraisal and loan fees, credit reports, points, title insurance premiums, surveys, documentary transfer taxes, escrow and recording fees, and any other fees or charges

**MINIMUM BID:** **\$86,000** The Department of Transportation has agreed to accept all bids equal to or greater than the minimum bid. **No bid below the minimum will be recognized.**

**OPTION DEPOSIT REQUIREMENTS:** The Option Deposit of \$1,000.00 is required with the Bid Form on Page 9. The deposit must be by **cashiers check, certified check, or money order made payable to the Department of Transportation.** The winning bidder will be required to pay to the Department of Transportation the difference between the initial deposit of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Monday, July 7, 2003, by 2:00 PM, or the registration fee of \$1,000 is forfeited and the Option will be awarded to the 2nd highest bidder.**

# **GENERAL BID INFORMATION (Continued)**

**OPTION PERIOD:** The Option Deposit described above will be consideration for the 60-day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-Day Option Period, Tuesday, August 19, 2003.**

**OPTION AGREEMENT:** The Bid Form on Page 9 shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Option to Purchase Agreement" and this sales brochure. The Option is not assignable or transferable. The sale under the "Option to Purchase Agreement" is subject to approval of the California Transportation Commission (CTC), tentatively scheduled for August 13-14, 2003. After CTC approval, title will transfer after the balance of the purchase price is received and the Director's Deed is recorded. If the CTC does not approve the sale, the deposit will be refunded without interest.

**FORFEITURE OF DEPOSIT:** The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-Day option Period or fails to comply with any and all of the terms of the Option, as herein provided.

**SECOND HIGH BID:** In the event the high bidder fails to exercise his/her Option within the Option period or defaults in the completion of the sale, the State may, at its discretion, offer the option to the second highest bidder. If the second highest bidder accepts the Option, the deposit requirements and terms of the "Option to Purchase" agreement shall be the same as stated in this sales brochure, except that the Option Period shall commence on the day the Option is awarded by the State

**ESCROW:** The successful bidder may open an escrow at bidders option and expense. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation by letter within 10 days from the date of the sealed bid opening. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Field Office, P.O. Box 496073, Redding, CA 96049-6073, Attention: Pamela Waters (530) 225-3276.

**BROKER'S COMMISSION:** The Department of Transportation will not pay broker's commission.

**FINANCING:** Credit terms are not available.

**FEES:** The successful bidder is responsible for **all fees** associated with this sales transaction, including but not limited to broker's commissions, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, and any other fees or charges.

# Limiting Conditions

**REPAIRS:** All properties will be sold in “AS IS” condition. Repairs are the responsibility of the successful bidder. The State makes no warranties, oral, written or implied to any of the properties’ improvements. Condition of all improvements is a **RISK** that the successful bidder must accept. You are encouraged to attend the open house tour and fully investigate the improvement condition. **It is known that the structural integrity of the out buildings is compromised. ENTER AT OWN RISK.**

**LEAD WARNING:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**TITLE:** The property is warranted to be free of any liens, court judgments, loans (Deeds of Trust, etc.) and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department of Transportation does not assume any liability for any possible encumbrances on this property. The right, title, and interest in this property shall not exceed that vested in the State of California. Prospective bidders should consult local title companies for more complete information regarding the title of the property is required.

**ZONING:** It is recommended all prospective purchasers fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding the zoning or rezoning of any property, or land-use determinations.

**TAXES:** Properties are exempt from local taxes and will return to tax rolls upon recording of the Deed.

**Environmental Act:** The Sale of this excess property is exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as required by any local agency. Buyer should also be aware that if buyer seeks some form of approval of permit for development subsequent to buyer's purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

**SURVEY:** No warranty is made by Caltrans relative to ground location of property lines other than monumented highway right of way lines. Any independent survey is at purchaser's expense.

**DISQUALIFIED BIDS:** The State of California reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the State. An agreement between two or more prospective bidders to set their bid price, or not to submit bids against each other, with the purpose of purchasing this parcel or other parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the Department of Transportation, any bids made pursuant to such an agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both as partners or joint ventures or other similar legally permissible combination. All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

# **Terms of Option to Purchase Agreement**

## **(Cash Sale with 60-Day Option Period)**

**OPTION DEPOSIT REQUIREMENTS:** The Option Deposit of \$1,000.00 is required with the Bid Form on Page 9. The deposit must be by **cashiers check, certified check, or money order made payable to the Department of Transportation**. The winning bidder will be required to pay to the Department of Transportation the difference between the initial deposit of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Monday, July 7, 2003, by 2:00 PM, or the registration fee of \$1,000 is forfeited and the Option will be awarded to the 2nd highest bidder.**

**SEALED-BID DATES:**      **Bids will be accepted until 1:00 PM on June 20, 2003.**  
No bids will be accepted after 1:00 PM on June 20, 2003.  
Sealed bids will be **opened** June 20, 2003 at 1:15 PM.

**OPTION PERIOD:** The Option Deposit described above will be consideration for the 60-day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-Day Option Period, Tuesday, August 19, 2003, by 2:00 p.m.** There may be situations wherein the Option holder is unable to complete the terms of this Option within the time allowed for reasons beyond their control. Under these circumstances, the State, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per month will normally be made for such extensions. This charge shall not be applied toward the purchase price.

**OPTION AGREEMENT:** The Bid Form shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Terms of Option to Purchase Agreement" and this sales brochure. The Option is not assignable or transferable. The sale is subject to approval of the California Transportation Commission (CTC), tentatively scheduled for August 13-14, 2003. After CTC approval, title will transfer after the balance of the purchase price is received and the Director's Deed is recorded. If the CTC does not approve the sale, the deposit will be refunded without interest.

**FORFEITURE OF DEPOSIT:** The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-Day option Period or fails to comply with any and all of the terms of the Option, as herein provided.

**LIMITING CONDITIONS:** : (1) The sale under this Option is subject to the California Transportation Commission's approval. Any assignments under this contract must be made prior thereto. If the sale is not approved, the Option deposit money will be refunded without interest. The purchaser may take possession when the Director's Deed is recorded. (2) When the California Transportation Commission approves the sale, tentatively scheduled for August 13-14, 2003, and the successful bidder elects to exercise the Option, the Deposit will be credited toward the bid purchase price. (3) The State reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of sale and/or rejection of any bids, the respective deposits of moneys shall be refunded without interest. (4) The right, title, and interest in the property to be sold shall not exceed that vested in the State of California, and this sale is subject to all title exceptions and reservations whether or not of record. The successful purchaser may obtain a policy of title insurance at their own expense. (5) the successful bidder shall pay all recording fees, points, repairs and costs, documentary stamp taxes, where applicable. (6) Should the successful purchaser desire a survey of the property, this may be accomplished by an independent survey at the purchaser's expense. The California Department of Transportation makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines. (7) The successful bidder shall be bound to the terms specified in both the "Option to Purchase Agreement" and this Brochure.

# BID FORM

## OPTION TO PURCHASE AGREEMENT

For the purchase of the following real property: **718-260 Fox Road, Standish, CA**

The undersigned bidder submits the bid of: \_\_\_\_\_

(\$\_\_\_\_\_) for the property described above. The deposit amount of \$1,000.00 is paid herewith.

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this "Bid Form" becomes the "Option to Purchase Agreement" and the Bidder hereby agrees to the terms of this Option. The winning bidder will be required to pay to the Department of Transportation the difference between the initial deposit of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Monday, July 7, 2003, by 2:00 PM, or the registration fee of \$1,000 is forfeited and the Option will be awarded to the 2nd highest bidder.**

The sum of \$\_\_\_\_\_ for the balance of the purchase price shall be paid to the Department of Transportation for the Bidder to exercise this Option on or before **Tuesday, August 19, 2003, by 2:00 p.m.**

All provisions of the "Terms of Option to Purchase Agreement" and contents of this sales brochure are hereby specifically incorporated by reference into the terms of this Option, and Bidder agrees to perform each of the said TERMS.

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The property shall be conveyed by Director's Deed to:

\_\_\_\_\_  
*(Show how title is to be vested)*

**Check one:**

☐ Husband and wife as joint tenants   ☐ Joint Tenants   ☐ Single Man   ☐ Single Woman  
☐ Husband and wife as community property   ☐ Tenants in common   ☐ Other \_\_\_\_\_  
☐ A married man/woman as his/her sole and separate property

=====

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressed to:

\_\_\_\_\_  
*(Please PRINT Name and Address)*

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary stamp tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Dated \_\_\_\_\_ Signed \_\_\_\_\_ Phone # \_\_\_\_\_

Dated \_\_\_\_\_ Signed \_\_\_\_\_ Phone # \_\_\_\_\_

(See Terms of Option to Purchase Agreement)

## SEALED-BID BROCHURE:

1. Remove and complete the Bid Form.
1. Enclose the Bid Form and the required deposit of \$1,000.00 in an envelope affixing the "cut out" address and identification below on the front of the envelope.
1. Make the deposit payable to the Department of Transportation. The deposit must be by cashiers check, certified check, or money order.
1. Your name and mailing address should be shown in the upper left-hand corner of the bid envelope.
1. Envelopes not properly marked or opened prior to the sale may be disqualified.

**Note: It is very important that the notice below be affixed to the outside of the envelope enclosing the bid to eliminate possible accidental opening of the bid envelope prior to the advertised time of bid opening.**

*Cut out address below and affix to front of envelope.*

Department of Transportation  
Right of Way-Excess Land  
Attention: Pamela Waters  
P.O. Box 496073  
Redding, CA 96049-6073

**Sealed Bid Sale**  
DD-011630-01-02  
Friday, June 20, 2003  
718-260 Fox Road, Standish



## LEGAL DESCRIPTION FOR DD 11630-01-02

All that real property in the unincorporated area of the County of Lassen, State of California, described as:

That portion of the northeast quarter of Section 8, T. 28 N., R. 14 E., M.D.M., described as follows:

Commencing at a one-inch iron pipe marking the northwest corner of said northeast quarter of Section 8, as shown on the Record of Survey for the STATE OF CALIFORNIA, filed March 9, 1987 in Book 25 of Maps, at page 81, Lassen County Records, from which a one-inch iron pipe with a plastic plug stamped "LS 3202" marking the northwest corner of said Section 8, as shown on said Record of Survey, bears S 88°37'16" W, 803.913 meters;

thence, S 20°05'35" E, 336.709 meters to the TRUE POINT OF BEGINNING;

thence, S 02°19'16" E, 57.824 meters;

thence, N 86°47'25" E, 34.542 meters;

thence, S 02°02'34" E, 75.688 meters;

thence, S 86°58'09" W, 143.273 meters to the west line of said northeast quarter;

thence, along said west line, northerly, 132.500 meters to a point from which the TRUE POINT OF BEGINNING bears N 86°28'12" E;

thence, N 86°28'12" E, 107.278 meters to the TRUE POINT OF BEGINNING.

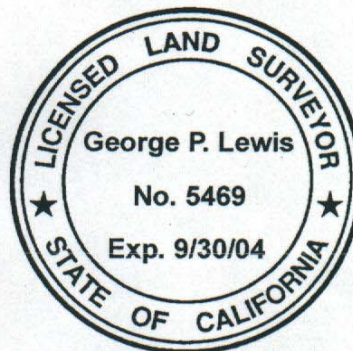
Containing 1.698 hectares, more or less.

Bearings and distances are based on the California Coordinate System of 1983, Zone 1. Multiply distances by 1.0002476 to obtain ground level distances. Distances are expressed in METERS unless otherwise noted. Multiply distances expressed in meters by 3937/1200 to obtain distances expressed in U.S. Survey Feet.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature *George P. Lewis*  
Licensed Land Surveyor

Date May 20, 2002

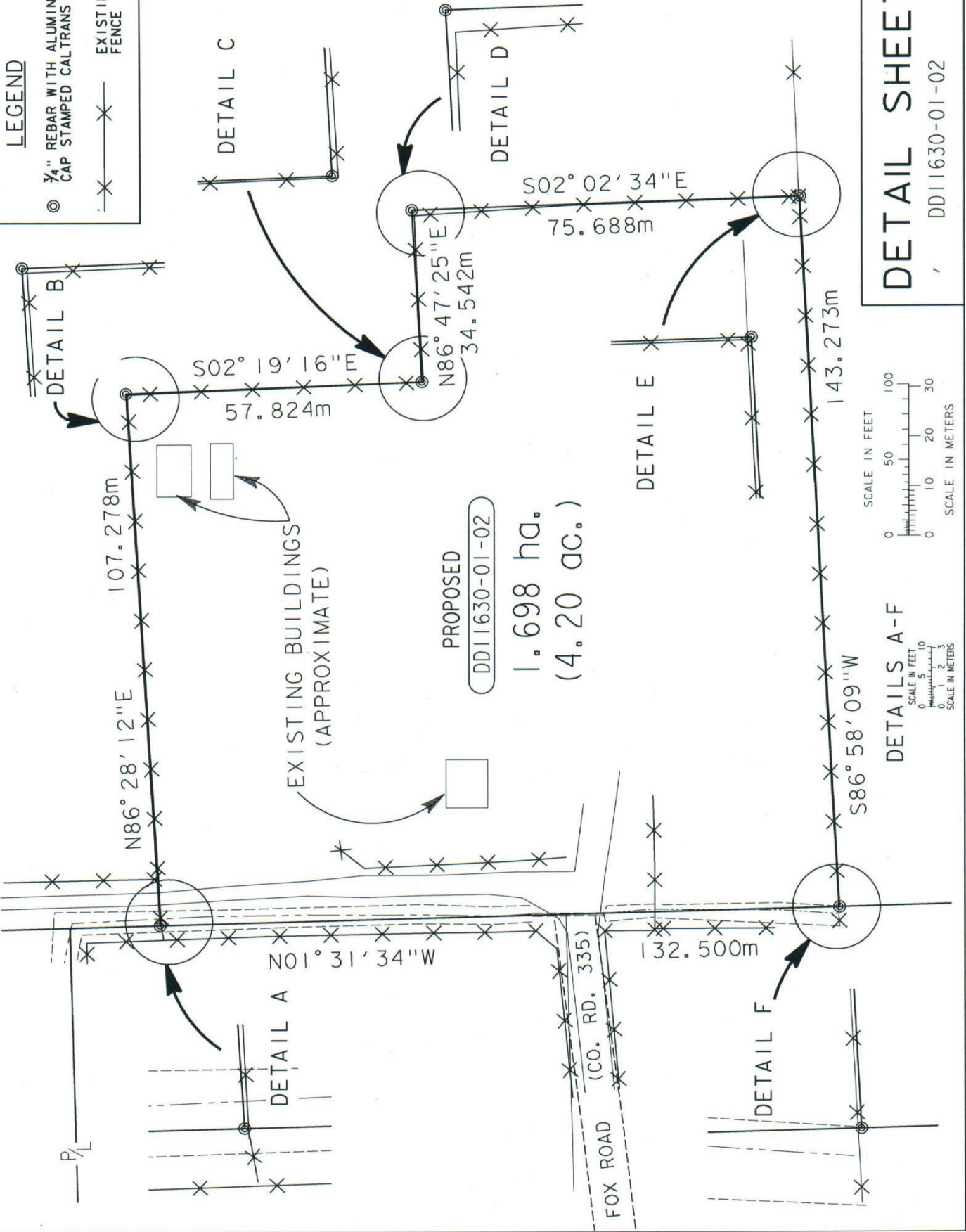




# LEGEND

⊙ 3/4" REBAR WITH ALUMINUM CAP STAMPED CALTRANS

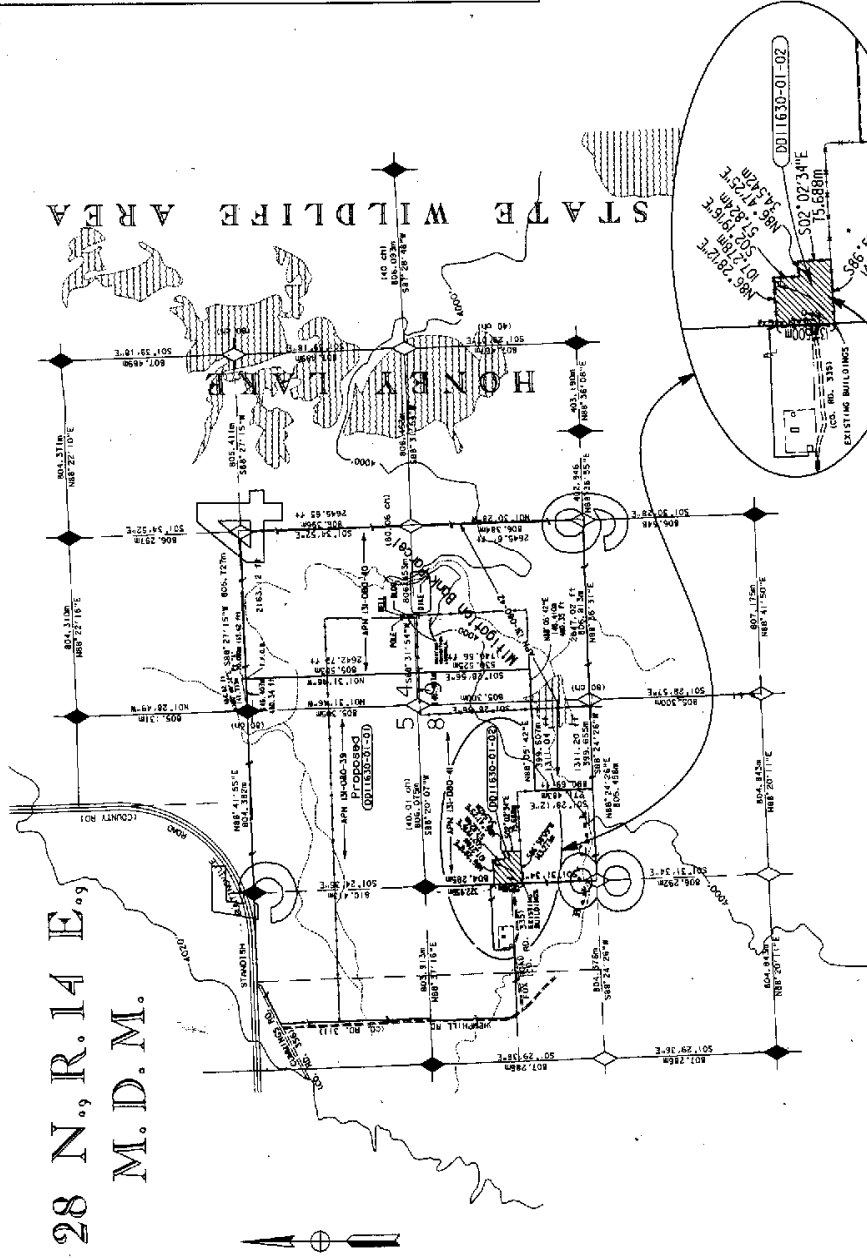
— X — EXISTING FENCE



## DETAIL SHEET

DD11630-01-02

T. 28 N., R. 14 E.,  
M.D.M.

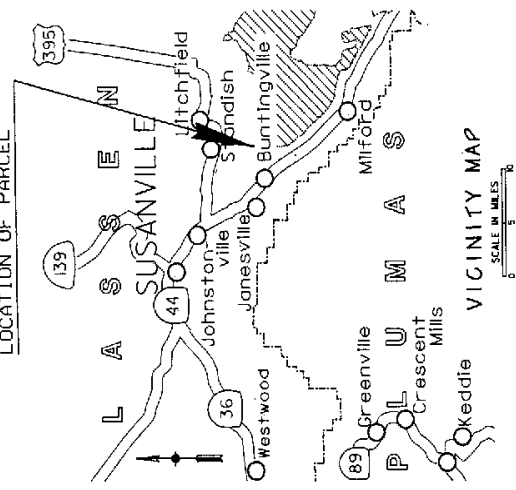


SEE DETAIL SHEET

HONEY LAKE

The Bearings and Distances shown are based on the California Coordinate System of 1983, Zone 1. The survey was conducted by the Department of Transportation, District 2, and the results are shown in this map. The survey was conducted in 1983 and the results are shown in this map. The survey was conducted in 1983 and the results are shown in this map.

LOCATION OF PARCEL



VIGNETTE MAP

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION, & HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

DISTRICT 2

DIRECTOR'S DEED MAP

D.D. 11630-01-02

02 Los. 395 P.M. 70.1

